SERIAL 04117 IGA DOCUMENT IMAGING

DATE OF LAST REVISION: June 12, 2007 CONTRACT END DATE: August 10, 2007

CONTRACT PERIOD BEGINNING JUNE 22, 2004

ENDING DECEMBER 10, 2004 2005 2006

APRIL AUGUST 10, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DOCUMENT IMAGING**,

AZ STATE CONTRACT AD010070-002

(NIGP 92038)

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract **AD010070-002**. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0700127.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



Contract Summary

Contract No.: AD010070 - 002	
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103
15 South 15th Ave

Phoenix, AZ 85007-3223

CONTRACT TITLE: Document Imaging

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: December 11, 2000 **THRU:** December 10, 2001

CONTRACTOR NUMBER: 860604068 - 901

CONTRACTOR NAME: ICM, Inc.

CONTACT NAME: Joseph DeVinney

ADDRESS: 2850 S. 36th St.

Suite 112

Phoenix, AZ 85034

TELEPHONE: (602) 678-1978

FAX NUMBER: (602) 678-1985

CONTRACTING AGENCY: State Procurement Office

CONTACT NAME: Martha Lynch

TELEPHONE: (602) 542-9135

F.O.B. TERMS: FOB Delivered

DELIVERY: 30 Days ARO

PAYMENT TERMS: Net 30 Days



Contract No.: AD010070-002	PAGE 2
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103 15 South 15th Ave

Phoenix, AZ 85007-3223

YOU ARE ADVISED TO READ THE UNIFORM TERMS AND CONDITIONS OF THIS SOLICITATION. THESE SPECIAL TERMS AND CONDITIONS SUPPLEMENT THE UNIFORM TERMS AND CONDITIONS AND OPERATE AFTER THE AWARD OF THE CONTRACT.

- 1. <u>Term of Contract</u>: The term of the contract shall begin upon award and shall remain in effect for a period of one (1) year unless terminated, cancelled or extended as otherwise provided herein.
- 2. Option to Extend the Contract Period of Performance: The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The State shall have the unilateral right, to renew the contract for four (4) one-year periods or a portion thereof. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the contract period of performance.
- 3. <u>Modification to Contract</u>: The contract may be modified only by a written document signed by the contractor's authorized representative to sign contracts on behalf of the contractor and the State Procurement Administrator.
- 4. Payment: The State shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the State if—(a) The amount due on the deliveries warrants it; or (b) The contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price. The contractor shall submit to the Agency a monthly statement of charges for the previous month. The statement shall include a record of time expended and work performed in sufficient detail to justify payment. The Agency shall submit to the Agency a monthly statement of charges for the previous month. The statement shall include a record of time expended and work performed in sufficient detail to justify payment. The Agency shall process the claim for prompt payment in accordance with the standard operating procedures of the State.
- 5. <u>Availability of Funds for the Next Fiscal Year</u>. Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.



		PAGE
Contract No	o.: AD010070-002	3
		OF
Vendor: IC	M, Inc.	17
	,	

State Procurement Office

Capital Center Suite 103
15 South 15th Ave

Phoenix, AZ 85007-3223

- 6. <u>Confidentiality of Records</u>: The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.
- 7. <u>Confidentiality of Information</u>: The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract, as confidential information to the extent that confidential treatment is provided under State and federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and protection of its rights hereunder.
- 8. Records: The contractor shall maintain books, records, documents and other evidence pertaining to the costs and expenses of the contract, hereinafter collectively called the "records," to the extent and in such detail as will properly reflect all net costs, direct or indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment is made under the contract. The contractor shall agree to make available at the office of the contractor at all reasonable times during the period, as set forth below, any of the records for inspection, audit or reproduction by any authorized representative of the State of Arizona. The contractor shall preserve and make available the records for a period of five years from the date of final payment under the contract and for such period, if any, as is required by applicable stature, by any other paragraph of the contract as stated below:
 - 8.1 If the contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.
 - 8.2 Records which relate to appeals, litigations or the settlement of claims arising out of the performance of the contract, or cost and expenses of the contract as to which exception has been taken by the State Agency, shall be retained by the contractor until such appeals, litigations, claims or exceptions have been resolved. The provisions of this section shall be applicable to and included in each subcontract hereunder.
- 9. <u>Key Personnel</u>: It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the using Agency.



Contract No.: AD010070-002	PAGE 4
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103
15 South 15th Ave

Phoenix, AZ 85007-3223

10. <u>Contractor Personnel</u>: During the course of the contract, the State reserves the right to require the contractor to reassign or otherwise remove from the project any contractor employees found unacceptable by the State.

The State also reserves the right to approve, in advance in writing, any changes to the contractor personnel specified in the contractor's proposal. The State will not unreasonably exercise the rights reserved under this paragraph.

11. Insurance.

- A. Without limiting any liabilities or any other obligation of the contractor, the contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:
 - 1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG25031185, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one (1) year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits; Employer's Liability (Coverage B): \$500,000.00 each accident

\$500,000.00 each employee/disease; \$1,000,000.00 policy limit/disease.



Contract No.: AD010070-002	PAGE 5
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103
15 South 15th Ave

Phoenix, AZ 85007-3223

Policy shall include endorsement for all State coverage for state of hire.

4. Professional Liability Insurance with minimum limits of \$1,000.000.00 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or specifications of this contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:

Directors and Officers; Errors and Omissions; Medical Malpractice; Druggists Professional; Architects/Engineers Professional; Lawyers Professional; Teachers Professional; Accountants Professional; Social Workers Professional.

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one (1) year following termination of the policy.

- B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten (10) calendar days of contract signature.
- C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions limits and endorsements shall remain in full force and effect as required in this contract.
- D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona my immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Within fifteen (15) days following notification of award, certificates of insurance must be submitted to the State Procurement Office, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

Within fifteen (15) days following notification of the exercise of an option to extend the contract period of performance certificates of insurance must be submitted to the State Procurement Office, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

12. Contract Defined

12.1 The contract between the State of Arizona and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in



Contract No.: AD010070-002	PAGE 6
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103
15 South 15th Ave
Phoenix, AZ 85007-3223

language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Request for Proposal shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.

- 12.2 The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for expenditures under the contract until funds have been encumbered.
- 12.3 The contractor agrees and understands that the State of Arizona's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the State Agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the State Agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Arizona agrees that an approval of a substitution will not be unreasonably withheld. The contractor agrees to reveal its staffing levels by function, including resumes, upon request by the State at any time during the contract.
- 13. <u>Subcontracts</u>: The contractor may, with the consent of the State, enter into written subcontract(s) for performance of certain of its functions under the contract. The State Procurement Office prior to the effective date of any subcontract must approve subcontractors in writing.



Contract No.: AD010070-002	PAGE 7
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103
15 South 15th Ave

Phoenix, AZ 85007-3223

- 13.1 No subcontract which the contractor enters into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.
- 13.2 The contractor shall give the State Procurement Office immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which in the opinion of the contractor may result in litigation related in any way to the contract with the State.
- 14. <u>Travel</u> When requested in writing by the agency to perform work that requires overnight accommodations, the state will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to State Employee's travel. The contractor shall itemize all per diem and lodging charges. State rates may be located at www.gao.state.az.us.

15. Requirements Contract

- 15.1 This is a requirements contract for the services specified and effective for the period stated. The quantities of services specified are estimates only and are not purchased by this contract.
- 15.2 Task Performance shall be made only as authorized by task orders issued in accordance with the Ordering clause. Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Agency services specified and called for by task orders issued in accordance with the Ordering clause.
- 15.3 Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the task order. Task orders may be amended.

16. <u>Indefinite Quantity</u>

- 16.1 This is an indefinite quantity contract for the services specified and effective for the period stated. The quantities of services specified are estimates only and are not purchased by this contract.
- Delivery or performance shall be made only as authorized by task orders issued in accordance with the Ordering clause. The contractor shall furnish to the State, when and if ordered, the services specified. There is no limit on the number of task orders that may be issued. The Agency may issue orders requiring performance at multiple locations.



Contract No.: AD010070-002	PAGE 8
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103
15 South 15th Ave

Phoenix, AZ 85007-3223

17. Ordering

Any services to be furnished under this contract shall be ordered by issuance of task orders by the Agency. Such orders may be issued from date of award of the contract through the end of the contract performance period.

18. <u>Changes, Fixed Price</u>

- 18.1 The procurement officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - 18.1.1 Description of services to be performed;
 - 18.1.2 Time of performance (i.e., hours of the day, days of the week, etc.);
 - 18.1.3 Place of performance of the services.
 - 18.1.4 Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the State in accordance with the drawings, designs or specifications;
 - 18.1.5 Method of shipment or packing of supplies
 - 18.1.6 Place of delivery.
 - 18.1.7 If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by the order, the Procurement officer shall make an equitable adjustment in the contract price, the delivery schedule or both, and shall modify the contract in writing accordingly.
- 18.2 The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract.
- 18.3 Failure to agree to any adjustment shall be a dispute. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- 19. <u>Shipping F.O.B. Destination</u>: Prices shall be F.O.B. DESTINATION to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The State shall notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.



Contract No.: AD010070-002	PAGE 9
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103 15 South 15th Ave

Phoenix, AZ 85007-3223

- 20. <u>Contract Divisible</u>: If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and the contractor shall be relieved of all obligations arising under such provisions; if the remainder of the contract is capable of performance, it shall be fully performed.
- 21. <u>Titles</u>: Titles of paragraphs used are for purposes of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.
- 22. <u>Assignment</u>: The contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the same (whether by assignment or novation) without the prior written consent of the State Procurement Office thereto.
- 23. <u>Conflict of Interest</u>: No official or employee of the Agency and no other public official of the State of Arizona who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this contract or proposed contract.
- 24. <u>Licenses</u>: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the contractor.
- Disability Acts Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Gecola Ward, telephone: 602.542.9133. Requests should be made as early as possible to allow time to arrange the accommodation.
- 26. The contractor represents that it is an independent contractor offering such services to the general public and shall not present himself or his employees to be an employee of the State of Arizona. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workmen's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Arizona, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
 - 27. <u>Disputes</u> This contract is not subject to arbitration. The State and the Contractor shall meet to discuss and attempt to resolve any dispute. However, should the dispute go unresolved, the contractor shall have the right to pursue the Arizona Procurement Code/Administrative Appeal Process for claims prior to an appeal to the judicial system.
 - 28. <u>Eligible Agencies</u> This contract shall be for statewide use to include all policital subdivisions.



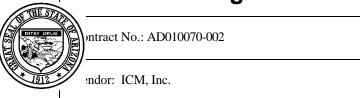
Contract No.: AD010070-002	PAGE 10
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103
15 South 15th Ave

Phoenix, AZ 85007-3223

29. <u>Licenses</u> The Contractor shall maintain current federal, state and local licenses and permits required for the performance of this contract.



State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

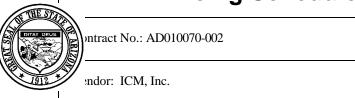
DOCUMENT IMAGING SERVICES PRICES SHALL BE FIRM-FIXED PRICES YEAR ONE (1)

PAG

E 11 OF

17

001	CD ROM DIS	SC		DISC		\$20.00
002	IMAGE RET	RIEVAL SOFTWARE	DISC		\$00.00	
003	WEBSITE H	OSTING OF DOCUMENT	IMAGES	PAGE		\$.01/Mo.
004	PORTABLE	DOCUMENT FORMAT (I	PDF) PAGE		\$.14	
005	OPTICAL CI	HARACTER RECOGNITIO	ON (OCR)	PAGE		\$.015
06	CATALOG (OF DOCUMENTS				
	06-001	PDF		DISC		\$30.00
	06-002	HTML		DISC		\$30.00
	06-003	ASCII		DISC		\$30.00



State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

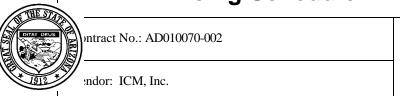
DOCUMENT IMAGING SERVICES PRICES SHALL BE FIRM-FIXED PRICES YEAR TWO (2)

PAG

E 12 OF

17

001	CD ROM DISC			DISC		\$20.00
002	IMAGE RETRI	EVAL SOFTWARE	DISC		\$00.00	
003	WEBSITE HOS	TING OF DOCUMENT IMA	GES	PAGE		\$.01/Mo.
004	PORTABLE DO	OCUMENT FORMAT (PDF)	PAGE		\$.14	
005	OPTICAL CHA	RACTER RECOGNITION (C	OCR)	PAGE		\$.015
07	CATALOG OF	DOCUMENTS				
	06-001	PDF		DISC		\$30.00
	06-002	HTML		DISC		\$30.00
	06-003	ASCII		DISC		\$30.00



State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

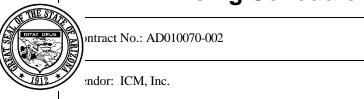
DOCUMENT IMAGING SERVICES PRICES SHALL BE FIRM-FIXED PRICES YEAR THREE (3)

PAG

E 13 OF

17

001	CD ROM DIS	C		DISC		\$20.00
002	IMAGE RETI	RIEVAL SOFTWARE	DISC		\$00.00	
003	WEBSITE HO	OSTING OF DOCUMENT IM	AGES	PAGE		\$.01/Mo.
004	PORTABLE I	DOCUMENT FORMAT (PDF	PAGE		\$.14	
005	OPTICAL CH	IARACTER RECOGNITION ((OCR)	PAGE		\$.015
08	CATALOG C	F DOCUMENTS				
	06-001	PDF		DISC		\$30.00
	06-002	HTML		DISC		\$30.00
	06-003	ASCII		DISC		\$30.00



State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

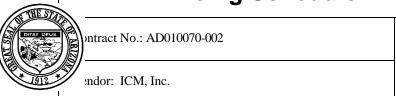
DOCUMENT IMAGING SERVICES PRICES SHALL BE FIRM-FIXED PRICES <u>YEAR FOUR (4)</u>

PAG

E 14 OF

17

001	CD ROM DISC			DISC		\$20.00
002	IMAGE RETRIE	VAL SOFTWARE	DISC		\$00.00	
003	WEBSITE HOST	ING OF DOCUMENT IMA	GES	PAGE		\$.01/Mo.
004	PORTABLE DO	CUMENT FORMAT (PDF)	PAGE		\$.14	
005	OPTICAL CHAR	ACTER RECOGNITION (C	OCR)	PAGE		\$.015
09	CATALOG OF D	OCUMENTS				
	06-001	PDF		DISC		\$30.00
	06-002	HTML		DISC		\$30.00
	06-003	ASCII		DISC		\$30.00



State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

DOCUMENT IMAGING SERVICES PRICES SHALL BE FIRM-FIXED PRICES YEAR FIVE (5)

PAG

E 15 OF

17

001	CD ROM DISC			DISC		\$20.00
002	IMAGE RETRIE	VAL SOFTWARE	DISC		\$00.00	
003	WEBSITE HOST	ING OF DOCUMENT IMA	GES	PAGE		\$.01/Mo.
004	PORTABLE DO	CUMENT FORMAT (PDF)	PAGE		\$.14	
005	OPTICAL CHAR	ACTER RECOGNITION (C	OCR)	PAGE		\$.015
10	CATALOG OF D	OCUMENTS				
	06-001	PDF		DISC		\$30.00
	06-002	HTML		DISC		\$30.00
	06-003	ASCII		DISC		\$30.00



Scope of Work

Contract No.: AD010070-002	PAGE 16
Vendor: ICM, Inc.	OF 17

State Procurement Office

Capital Center Suite 103
15 South 15th Ave
Phoenix, AZ 85007-3223

1. The contractor shall provide the following DOCUMENT IMAGING SERVICES:

1.1 Format

- 1.1.1 Electronic Images shall be produced in Portable Document Format (PDF).
- 1.1.2 Electronic images shall be accessible, searchable and downloadable via cross-platform products such as Adobe Acrobat.

2. Source Documents

- A. Contractor shall provide imaging documents of arbitrary types and sizes. Examples include, but are not limited to: sizes from 3.5" to 11 x 17", double-sided, envelopes, checks, onionskin, microfilm/fiche, photos, X-rays, other fragile materials.
- 3. <u>Imaging Requirements</u> The contractor shall provide:
 - A. Scanning resolution capability of at least 300 dots per inch (DPI), monochrome (1-bit), grayscale (256-bit), or color (spot color or 24-bit-minimum full color).
 - B. Color capabilities that include color dropout scanning (filtering of a specific color, such as for data entry forms, etc.)
 - C. Capability of organizing documents into one or more PDF files according to the configuration specified by an agency.
 - D. Means of capturing certain document identification fields and embedding them within the PDF file as file attributes (keywords, etc).
 - E. Optical Character Recognition (OCR).

3. <u>Deliverables, Distribution and Access</u>

- A. Electronic images shall be retained and distributed on standard CD-ROM discs.
- B. Image retrieval software shall be provided on each CD-ROM of images.
- C. The Contractor shall provide at least a simple catalog of documents stored on each CD-ROM (in PDF, HTML or ASCII text) including the basic identification information captured during PDF creation.
- D. Additional means of distributing scanned images files, such as secure FTP or HTTP (website) download, shall be provided.
- E. The contractor shall offer postal distribution of CD-ROM discs to recipients designated by originating agency.
- F. The contractor shall offer website hosting of document images to allow secure online access by agency staff or the public.
- 4. <u>Security</u> A method for secure identification and protection of PDF files to ensure authenticity at the file level (i.e., encryption and/or digital signature support) shall be provided.

End of Contract AD010070 - 002 Document



Contract Amendment

CONTRACT NO.: AD010070 - 002	PAGE 1
	OF
AMENDMENT NO · 1	1

State Procurement Office

Capital Center Suite 103 15 South 15th Ave

Phoenix, AZ 85007-3223

VENDOR:
ICM, Inc.
2850 S. 36th St.
Suite 112
Phoenix, AZ 85034-

AGENCY CONTACT: Rex Martin VENDOR CONTACT: Joseph DeVinney TELEPHONE NO.: (602) 542-9127 TELEPHONE NO.: (602) 678-1978

Document Imaging

THE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

In accordance with contract Terms and Conditions, paragraph entitled **Option to Extend the Contract Period of Performance** (the State shall have the unilateral right to extend). The above-entitled contract is hereby extended from December 11, 2001 through December 10, 2002.

All other terms and conditions shall remain the same.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.					
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.		THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.			
SIGNATURE	DATE	SIGNATURE	DATE		
TYPED NAME AND TITLE		TYPED NAME A	AND TITLE		

Contract Amendment PAGE Contract No.: AD010070-001 -0-2 ı OF Amendment No.: 2

Capital Center Suite 103 15 South 15th Ave

Phoenix, AZ 85007-3223

CONTRACT AGENCY:

VENDOR:

Any Eligible Agency

ICM, Inc. 2850 S. 36th St. Suite 112

Phoenix, AZ 85034-

AGENCY CONTACT: Jane Furr-McCutcheon

TELEPHONE NO.: (602) 542-9138

VENDOR CONTACT: Joseph DeVinney **TELEPHONE NO.: (602) 678-1978**

Document Imaging

THE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

The contractor shall advise all parties interested in purchasing document imaging services under the above referenced contract of the requirement to receive prior approval for any imaging from the Arizona State Library, Archives and Public Records pursuant to A.R.S. 41-1348. The contractor shall also advise interested parties that this law contains a criminal penalty for non-compliance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DEVINNEY.

TYPED NAME AND TITLE

THE ABOVE REFERENCED CONTRACT AMENDMENT IS

HEREBY EXECUTED THIS DATE BY THE STATE.



Contract Amendment

Contract No.: AD010070-002

Amendment No.: 3

PAGE

1

OF

1

State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

CONTRACT AGENCY:

Any Eligible Agency

VENDOR:

ICM, Inc.

2850 S 36th Street

Suite 112

Phoenix, AZ 85034-

AGENCY CONTACT: Gregory S. Dwight

TELEPHONE NO.: (602) 542-8664

VENDOR CONTACT: Joseph DeVinney

TELEPHONE NO.: (602) 678-1978

Document Imaging

THE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

In accordance with Special Terms and Conditions, "Contract Extension," the above referenced contract is extended to December 10, 2003.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Joseph A. DeVinney, Account Executive

SIGNATURE

TYPED NAME AND TITLE

THE ABOVE REFERENCED CONTRACT AMENDMENT IS

Gr<u>egory S. Dwight, Procurement Special</u>ist

TYPED NAME AND TITLE



Contract Amendment

PAGE

OF

100 N. 15th Ave

State Procurement Office

Suite 104

Phoenix, AZ 85007-3223

Contract No.: AD010070-002

Amendment No.: 4

CONTRACT AGENCY:

Any Eligible Agency

AGENCY CONTACT: Connie Gerdes TELEPHONE NO.: (602) 542-91358

FAX NO.: (602) 542-5508

VENDOR:

ICM, Inc.

2850 S 36th Street

Suite 112

Phoenix, AZ 85034-

VENDOR CONTACT: Francine Granger

TELEPHONE NO.: (602) 678-1978

FAX NO.: (602) 678-1985

Document Imaging

THE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

In accordance with the Special Terms and Conditions, Contract Extension, the above reference contract is extended to December 30, 2004.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

SIGNATURE

Connie Gerdes, Interim IT Manager

TYPED NAME AND TITLE